



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
INVITATION FOR BID**

IFB NO. B3E05073
TITLE: Printing: Statewide Booklet
ISSUE DATE: 10/22/04

REQ: NR 780 26005000007
BUYER: Brenda Tyree
PHONE NO.: (573) 751-4887
E-MAIL: Brenda.Tyree@oa.mo.gov

RETURN BID NO LATER THAN: 11/15/04 AT 2:00 PM

MAILING INSTRUCTIONS: Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Bids must be in DPMM office (301 W High St, Rm 630) by the return date and time.

RETURN BID TO: DPMM or DPMM
P O BOX 809 301 WEST HIGH ST, RM 630
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101

CONTRACT PERIOD: Date of Award through October 31, 2005

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

Dept. of Natural Resources
Division of State Parks/Central Warehouse
5568 Highway 54
Osage Beach, MO 65065

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 08/28/04). The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this IFB is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
COMPANY NAME			
MAILING ADDRESS			
CITY, STATE, ZIP			
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE.	
PHONE NO.	FAX NO.		E-MAIL ADDRESS

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:					
CONTRACT NO.		VENDOR NO.		CONTRACT PERIOD	
BUYER		DATE		DIRECTOR	

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Organization:

1.1.1 This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Bid Submission Information
- 4) Pricing Page
- 5) Exhibits A – C
- 6) Terms and Conditions

1.1.2 Sample: The bidder is advised that a copy of the Statewide Booklet is available by contacting the buyer of record as indicated on the front page of this document. It shall be the sole responsibility of the bidder to request the sample. The bidder shall not be relieved of any responsibility for performance under the contract due to the failure of the bidder to obtain a copy of the sample. The sample is for format only. Bids submitted must be based upon the written specifications, not upon the sample unless otherwise specified herein.

1.2 Public Record Search:

1.2.1 Department of Natural Resources has previously contracted for these services through C301092001 which expired May 31, 2002. A copy of that contract can be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System** located on the Internet at: <http://www.oa.mo.gov/purch/purch.htm>. Please reference the contract number C301092001 when searching for this document.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements: The contractor shall print and deliver the Statewide Booklet for the Department of Natural Resources (hereinafter referred to as the "state agency") in accordance with the provisions and requirements stated herein. Unless otherwise stated, the contractor shall not deviate from the printing requirements stated herein.

2.1.1 Immediately after contract award, the state agency shall identify a contact person and provide the telephone number of the contact person for the contractor. The contractor must obtain the contact person's approval for printing of the booklet as specified herein and shall agree and understand that all services performed shall be to the sole satisfaction of the contact person. In addition, within five (5) days of the effective date of the contract, the contractor shall provide the state agency with the name, address, and telephone number of the contractor's representative servicing the contract.

2.1.2 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.2 Printing Requirements:

2.2.1 The contractor shall print the booklet as specified below:

- a. Prepress: By no later than November 29, 2004, the state agency shall provide the contractor with a QuarkXPress 5.0 PC compatible disk containing ready-for-film or ready-for-plate data. The contractor shall not alter data or add data in any way without the state agency's approval. The state agency shall also provide high resolution, color corrected scans. The contractor shall be responsible for trapping that exceeds the Quark XPress default.
 - 1) The state agency shall document the condition of the prepress materials prior to delivery to the contractor. The contractor shall be responsible for the prepress materials until delivered back to the state agency. The prepress materials shall be in equally good condition when returned to the state agency.
 - 2) The contractor shall compare the prepress materials to the printing requirements specified herein. In the event the prepress materials differ from the printing requirements specified herein, the contractor shall notify the state agency of such difference(s) and follow the state agency's instructions concerning the reconciliation of the difference(s).
- b. Presswork: Upon receipt of the state agency's approval of the digital proofs, the contractor shall prepare the job for direct-to-plate printing. The booklet must be printed at a line screen of 175 or better on the highest-quality web-fed press capable of direct-to-plate printing. Color registration must be within one-half dot. Color balance on press sheets must match that of the digital proofs. All presswork must be sharp and clear and must be consistent with the best workmanship and practices. All base and color plates must be printed in accurate registry.
- c. Quantity: The contractor shall print 250,000 copies of the booklet. The state agency shall not accept underruns.
- d. Pages: As requested by the state agency, the contractor shall print either a 60-page booklet plus cover and center insert or a 64-page booklet plus cover and center insert.
- e. Photos: The contractor shall reproduce all photos with no less 150-line screen to produce the color separation.
- f. Size: The size of the booklet shall be 5 1/2 x 8 1/2 inches.
- g. Paper Stock: The contractor shall print the text of the booklet on recycled 60 lb. gloss-coated text, minimum of 82 brightness and 93 opacity, Multiweb Gloss or equal. The contractor shall print the cover on recycled 100 lb. gloss-coated text, minimum of 82 brightness and 96 opacity, Multiweb Gloss or equal.
- h. Center Insert: A full color insert measuring 15 1/2 x 8 1/2 inches and folded down to 5 1/2 x 8 1/2 inches shall be placed in the center of the booklet.

- i. Ink: Four-color process ink with additional spot color (varnish) throughout the booklet, including front and back covers, photos, and center of booklet. The contractor shall use soy-based ink.
- j. Bleeds: Cover and each page shall bleed, however, insert shall not bleed.
- k. Binding: Saddle-stitched with two metal staples.

2.2.2 By no later than December 10, 2004, the contractor shall provide composite/imposition color direct-to-plate digital proofs of the entire booklet to the state agency for the state agency's review and approval. The state agency shall take no more than three (3) working days to review/approve all proofs. All proofs must be sent to the state agency at Division of State Parks, 1569 E. Elm Street, Jefferson City, MO 65102.

- a. At a maximum, the contractor may be required to submit three (3) proofs for state agency inspection.
- b. The contractor shall make all revisions, changes, and alterations requested by the state agency. In addition, the contractor shall make corrections and revisions to the proofs that are necessary due to contractor error. The contractor shall submit the revised proofs to the state agency.
- c. The contractor must receive written approval from the state agency prior to printing the booklet.
- d. Upon state agency approval of the booklet, the contractor shall archive the final working file, including the final QuarkXpress file, artwork, and all high-resolution scans, to a CD.

2.2.3 The contractor shall notify the state agency five (5) working days prior to the beginning of a press run. The state agency may monitor the production of the booklet. The contractor shall be responsible for all travel costs incurred by one state agency representative in monitoring the production of the booklet, including out-of-state airfare, in-state mileage, rental car and associated costs including rental car insurance, food, and lodging. The contractor shall provide lodging for the state agency representative at a reputable hotel/motel. In the event the state agency representative is required to stay more than one night, the state agency representatives should stay in the same hotel/motel each night.

2.3 Workmanship Requirements:

2.3.1 The contractor shall ensure that the execution of the prepress, presswork, and binding must be consistent with the best workmanship and practices and must conform to the directions given by the state agency. The booklet must be well printed; color renditions must be as accurate as is technically possible. All booklets must be equally high printing, binding, and trim quality.

2.4 Packaging, Loading, and Delivery Requirements:

2.4.1 Packaging Requirements - The contractor shall pack booklets in new 200-pound test cartons. Each carton shall contain the same number of booklets, but no more than 100 booklets. The total weight per carton shall not exceed 35 pounds.

- a. The contractor shall label two opposite outside sides or ends of each carton with the following information. The cartons shall have no other printed matter on the outside of the carton.
 - 1) Number of booklets in each carton, in 1-inch tall type.
 - 2) Name of publication (Statewide Booklet) in 1-inch tall type.
- b. The cartons must be packed full, with padding, if necessary, to fill space to top of carton. There must be no dead air space so that the cartons can be stacked without crushing. Cartons must have a protective layer between the inside top of the carton and the first layer of booklets.

- 2.4.2 Loading Requirements - The contractor shall load the cartons on Type #1, single-face, non-reversible wooden warehouse pallets that measure, but do not exceed, 48" in width by 48" in length'. The cartons shall not be stacked on the pallets in excess of 60 inches in height. The carton labeling must be visible when stacked on the pallets. The contractor shall securely wrap or bind the cartons to the pallet to avoid spillage. The total filled pallet weight must not exceed 1,800 pounds.
- 2.4.3 Delivery Requirements - By no later than December 29, 2004, the contractor shall deliver the booklets to the state agency address specified herein on page one.
- a. The contractor shall notify the state agency at least two (2) working days prior to delivery of the booklet.
 - b. The contractor shall deliver the booklets any weekday, excluding state holidays, between 8:00 a.m. and noon and 1:00 p.m. and 4:00 p.m.
 - c. In the event the state agency fails to provide the prepress materials by the date specified herein, the state agency shall review and may extend the delivery schedule. Such extension shall not be more than the number of working days the prepress materials were withheld from the contractor. The state agency shall notify the contractor in writing of any extension. When delivery is made later than the date established by such extension, the contractor shall be considered late.
- 2.5 **Liquidated Damages:** The contractor shall agree and understand that the printing, packaging, loading, and delivery of the booklets in accordance with the requirements stated herein is considered critical to the efficient operations of the state agency. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the printing, packaging, loading, and/or delivery requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
- 2.5.1 In the event the contractor does not package and/or load the cartons and/or pallets in accordance with the requirements specified herein, the state agency shall have the right to return the entire shipment to the contractor for repackaging and/or reloading. However, if delivery is critical as determined by the state agency and the state agency elects to accept the shipment, the contractor shall be assessed liquidated damages in the amount of \$1,000.00.
- 2.5.2 In the event the contractor fails to deliver the booklets in accordance with the delivery date specified herein or the extended date if the state agency did not provide the prepress material to the contractor by the date specified herein, the contractor shall be assessed liquidated damages in the amount of \$500.00 per day for each such delinquent day until the delivery of the booklets.
- 2.5.3 In the event the printed booklets or the quality of the printing in the booklets fails to comply with the printing requirements specified herein or is not consistent with the quality of printing in the samples submitted with the contractor's awarded bid, the state agency shall have the right to reject all or part of the completed printing. If requested by the state agency, the contractor shall re-print the booklets at no additional cost to the state agency. However if delivery of the booklets is critical, as determined by the state agency, and the state agency elects to accept the printed booklets, the contractor shall be assessed liquidated damages in an amount not to exceed 10% of the total amount invoiced. The state agency shall have the final decision concerning (1) the acceptability of the printing and construction, (2) the rejection of the printing and re-printing of the booklets versus the assessment of liquidated damages, and (3) the amount of the liquidated damages.
- 2.5.4 In the event any of the production material provided by the state agency to the contractor is damaged while in the contractor's care, the contractor shall be responsible for the value or replacement of the material, at a rate not to exceed \$500 per damaged material. The state agency shall solely determine the actual value of the materials.
- 2.5.5 The contractor shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to the state agency, at the sole discretion of the state agency.

- 2.5.6 The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- 2.5.7 The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

2.6 Invoicing and Payment Requirements:

- 2.6.1 Immediately upon award of the contract, the contractor needs to submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.

- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.state.mo.us/purch/vendorinfo/vendorach.pdf>

- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- 2.6.2 After delivery and acceptance of the booklets, the contractor shall submit an invoice to the state agency by no later than January 11, 2005 to the following address:

Department of Natural Resources
Division of State Parks
P.O. Box 176
Jefferson City, MO 65102

- a. With the invoice, the contractor shall return the archived copy of the final document and any other prepress/production materials provided by the state agency or prepared by the contractor. The contractor shall not receive payment until the state agency is in receipt of all such materials.
- 2.6.3 The contractor shall be paid for the booklets in accordance with the firm, fixed prices stated on the Pricing Page, subject to the assessment of any liquidated damages.
 - a. If revisions to the proof are required due to state agency required changes and/or alterations, the contractor shall be paid for the contractor's time to revise the proof in accordance with the firm, fixed price stated on the Pricing Page. However, if revisions to the proof are required due to contractor errors, even if the state agency also required changes and/or alterations to the proof, the contractor shall not be entitled to payment for the contractor's time to revise the proof.
- 2.6.4 The state agency will accept overruns up to 5%. The firm, fixed total price, as stated on the Pricing Page, shall be prorated to a unit price. The contractor shall receive payment for overruns based upon the unit price.
- 2.6.5 Other than the payments specified herein, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including payments for travel, delivery, etc.

2.7 Other Contractual Requirements:

- 2.7.1 Contract: A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the bid by "notice of award" or by "purchase order". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

- a. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.7.2 Contract Period: The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.7.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, the prices during renewal periods shall be the same as during the original contract period.
 - b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
 - c. In the event the State of Missouri exercises its option(s) to renew the contract, the printing requirements for future years shall be basically similar. However, specific requirements, including quantity and delivery, shall be indicated at the time of contract renewal.
- 2.7.4 Cost Increase/Decrease: Recognizing that the cost of paper may rise or fall, the state agency may consider a corresponding increase/decrease to the contract prices subject to the following stipulations:
- a. In the event the cost of paper increases and the contractor, as a result of such increase, desires to increase the firm, fixed total prices quoted herein, the contractor must submit written documentation from the paper manufacturer documenting the increase in the cost of paper to the Division of Purchasing and Materials Management. The contractor must also complete and submit the Cost Analysis on the Pricing Page showing the actual net increase.
 - b. If the request for the increase to the firm, fixed total prices is approved by the Division of Purchasing and Materials Management, the contractor shall agree and understand that the price increase shall not be increased in excess of the actual net increase in the cost of the paper from the manufacturer.
 - c. The contractor shall further agree and understand that if the actual net cost of paper decreases, the contractor shall decrease the firm, fixed total prices by the actual net decrease.
 - d. The cost increase/decrease shall apply to the firm, fixed total prices for the booklet.

- e. The Division of Purchasing and Materials Management shall not approve any requests to increase the firm, fixed total price for the original contract period.
 - f. Any price increase/decrease shall become effective fifteen (15) calendar days following written approval from the Division of Purchasing and Materials Management.
- 2.7.5 Termination: The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.7.6 Contractor Liability: The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- a. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - b. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.7.7 Subcontractors: Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must provide notice and obtain acknowledgement from the State of Missouri prior to changing subcontractors.
- 2.7.8 Insurance: The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.
- 2.7.9 Contractor Status: The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.7.10 Coordination: The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

- 2.7.11 Property of State: All reports, documentation, camera ready laser printout, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

3. BID SUBMISSION INFORMATION

3.1 Submission of Bids:

- 3.1.1 On-line Bid - If the bidder is responding electronically through the On-line Bidding web site, in addition to completing the on-line pricing, the bidder should submit completed exhibits, forms, and other information concerning the bid as an attachment to the electronic bid. The On-line Bidding website can be found at <https://www.moolb.mo.gov>.
- The exhibits, forms, and pricing pages provided herein can be saved into a word processing document, completed by the bidder, and then sent as an attachment to the electronic submission. Other requested, required, or additional information may also be sent as an attachment. Additional instructions for submitting electronic attachments are on the On-line Bidding web site. Be sure to include the bid number, company name, and a contact name on any electronic attachments.
 - In addition, the bidder may submit the exhibits, forms, Pricing Pages, etc., through mail or courier service. However, any such submission must be received prior to the specified closing date and time.
 - If the bidder submits an electronic and hard copy bid response and if such responses are not identical, the bidder should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.
- 3.1.2 Mail Bid - If the bidder is responding through the mail, the bid should be printed on recycled paper and double sided. The bid should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding.
- The bidder should include completed copies of each Exhibit and any other requested or required information with the mailed response.
 - Imaging Ready – In addition, all bids are scanned into the Division of Purchasing and Materials Management imaging system after a contract is executed, or all bids are rejected.
 - The scanned information will be able to be viewed through the Internet from the Public Record Search system. Therefore, the bidder is advised not to include personal identifying information such as social security numbers in the bid.
 - In preparing a bid, the bidder should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the bids. Glue bound materials should not be used.
- 3.1.3 Foreign Companies Submitting Bids: If you are a foreign company and you intend to submit a bid, it will be necessary for you to complete the appropriate United States IRS W-8 form (found on the [<<http://www.irs.gov>>](http://www.irs.gov) website), and fax it to the Division of Purchasing and Materials Management at 573-526-9815 immediately (several weeks prior to submission of your bid). If you do not submit the form prior to submission of the bid, you may submit the IRS W-8 form in the sealed container with your bid.
- However, if your company is a foreign company and you have an Employers Identification Number assigned by the United States IRS, completing the above referenced form will not be necessary and you may register as a vendor with the State of Missouri through the On-line Bidding website by using the identification number assigned to your company by the Internal Revenue Service (IRS) [<<https://www.moolb.state.mo.us/Glue/default.asp>>](https://www.moolb.state.mo.us/Glue/default.asp).
 - When you submit your bid in response to IFB B3E05073, please attach a note on the front page of your bid advising the Division of Purchasing and Materials Management if you have either: (1) submitted a W-8 prior to submission of the bid, (2) included the completed W-8 form with your bid, or (3) registered with the State of Missouri through the On-Line Bidding website using your Employers Identification Number.
- 3.2 **Evaluation Process** – Bids will be reviewed to determine if the bid complies with the mandatory requirements and to determine the lowest responsible and reliable bidder.

3.2.1 Low Bid Determination:

a. Objective Evaluation of Cost – The objective evaluation of cost shall be conducted as follows:

- 1) The cost evaluation shall be based on a total cost of the firm, fixed prices of all items listed on the pricing page.
- 2) Utilizing the total cost determined from above, cost points shall be determined using a scale of 100 possible points and the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 100 = \text{Cost score points}$$

b. Preference for Organizations for the Blind and Sheltered Workshops - A five (5) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for bidders qualifying for the preference.

- 1) If the bidder is an organization for the blind or sheltered workshop, the bidder should provide evidence of qualifications (i.e., copy of certificate or certificate number).
- 2) If the bidder is utilizing an organization for the blind or a sheltered workshop as a subcontractor, the bidder should submit: (1) a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract, and (2) evidence that the subcontractor qualifies as an organization for the blind or sheltered workshop.
- 3) The two known organizations for the blind in the State of Missouri are Lighthouse for the Blind and Alpha Pointe. A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.state.mo.us/divspeced/shelteredworkshops/swindex.html>

3.2.2 Responsible and Reliability Determination - The bidder should submit any of, but not limited to, the information requested herein in order to demonstrate the responsibility and reliability of the bidder. Failure of the bidder to submit sufficient information to document that the bidder is responsive and responsible may cause an adverse impact on the evaluation of the bid.

a. Responsibility and Reliability in Experiences:

- 1) The bidder should provide, on Exhibit A or in any other format, the information listed below related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of this document. If the contact person listed on Exhibit A is not available or is otherwise unable to be reached during the evaluation, the listed experience may not be considered.
 - ☐ Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
 - ☐ Dates of the service/contract; and
 - ☐ A brief, written description of the specific prior services performed and requirements thereof.
- 2) If references for current and/or previous contracts are not identified in the bid, the Division of Purchasing and Materials Management may request that the bidder identify one or more references. The Division of Purchasing and Materials Management must receive the reference(s) within twenty-four hours of the request. Failure of the bidder to identify one or more references may result in the bid being rejected.

- b. **Business Compliance** - The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder and any proposed subcontractors are presently in compliance with such laws. The bidder shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but not necessarily be limited to:

- 1) Registration of business name (if applicable)
- 2) Certificate of authority to transact business/certificate of good standing (if applicable)
- 3) Taxes (e.g., city/county/state/federal)
- 4) State and local certifications (e.g., professions/occupations/activities)
- 5) Licenses and permits (e.g., city/county license, sales permits)
- 6) Insurance (e.g., worker's compensation/unemployment compensation)

- c. **Samples** - The bidder should submit samples of some of the bidder's previous printing jobs that are representative of the printing proposed for the booklet. In addition, the bidder should submit a labeled sample of all the paper proposed for the booklet. The label should include the brand name, weight, recycled content, post consumer content, the PPI, NPH, etc.

- 1) If samples are not submitted with the bid, the Division of Purchasing and Materials Management may request the samples. The DIVISION OF PURCHASING AND MATERIALS MANAGEMENT must RECEIVE the sample within five working days of the request. Failure to send the samples may result in the bid being rejected. The bidder shall agree and understand that samples shall be submitted at the bidder's expense.
- 2) At the request and expense of the bidder, the Division of Purchasing and Materials Management will return samples not destroyed during the evaluation process. Any samples remaining after ten (10) days following award of the contract shall be destroyed. However, the Division of Purchasing and Materials Management reserves the right to retain samples submitted in order to conduct a comparison of the service/product proposed and the service/product actually received.

- 3.2.3 **Final Determination** - Any bid which does not comply with the mandatory requirements of the IFB will not be considered for an award. In addition, the State of Missouri reserves the right to reject any bid for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the bidder within the past three (3) years, (2) inability of the bidder to document responsible and reliable past performances similar to the services required (3) failing to provide a sample, if a sample is deemed necessary by the State of Missouri, or providing an unacceptable sample, and/or (4) failure of the bidder to provide a reference(s).

- 3.2.4 **Miscellaneous Information** - The bidder should complete Exhibit B, Miscellaneous Information, to document: (1) if the bidder qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the bidder is proposing to include products and/or services manufactured, produced, or assembled by such an organization, (2) whether the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official, (3) if any products and/or services being bid are being manufactured or performed at sites outside the continental United States, (4) if the bidder is proposing the use of virgin or recycled paper for the printing, and (5) if the bidder is proposing to broker the services specified herein.

- 3.2.5 **American Made** - In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.

- a. The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.
- b. If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.

- c. In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit C, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

3.3 Contract Award: The contract will be awarded to the lowest responsive and responsible bidder determined as specified herein.

4. PRICING PAGE

- 4.1 Printing: Statewide Booklet** - The bidder shall provide firm, fixed prices in the table below for the original contract period and a maximum price for each potential renewal period for providing the services in accordance with the provisions and requirements of this IFB. All costs associated with providing the required services shall be included in the stated prices.

Item No.	Description 96695 or 96698	Original Contract Period <i>Firm, Fixed Price</i> <i>Date of Award – 10/31/05</i>	1st Renewal Period <i>Maximum Price</i> <i>11/1/05 – 10/31/06</i>	2nd Renewal Period <i>Maximum Price</i> <i>11/1/06 – 10/31/07</i>
001	Statewide Booklet – 60 pages	\$ _____ <i>Firm, Fixed Total Price</i> <i>Per 250,000 booklets</i>	\$ _____ <i>Maximum Price,</i> <i>Per 1,000 booklets</i>	\$ _____ <i>Maximum Price,</i> <i>Per 1,000 booklets</i>
002	Statewide Booklet – 64 pages	\$ _____ <i>Firm, Fixed Total Price</i> <i>Per 250,000 booklets</i>	\$ _____ <i>Maximum Price,</i> <i>Per 1,000 booklets</i>	\$ _____ <i>Maximum Price,</i> <i>Per 1,000 booklets</i>
003	State Agency Required Changes and/or Alterations to the Proof	\$ _____ <i>Per Hour</i>	\$ _____ <i>Per Hour</i>	\$ _____ <i>Per Hour</i>

- 4.2 Cost Analysis** - The bidder should complete the cost analysis table below for firm, fixed price for the original contract period. In the event of a discrepancy between the total price on the following cost analysis and the total price from the above Pricing Table, the Pricing Table shall govern.

Description	Paper Price Per CWT	Pounds Paper Required	Total Paper Cost	Other Costs	Total Price
Statewide Booklet – 60 pages - 250,000 booklets	\$ _____ x	_____ Lbs. =	\$ _____	+ \$ _____ =	\$ _____
Statewide Booklet – 64 pages - 250,000 booklets	\$ _____ x	_____ Lbs. =	\$ _____	+ \$ _____ =	\$ _____

5. EXHIBITS

EXHIBIT A

PRIOR EXPERIENCE OF BIDDER

The bidder should copy and complete this form for each reference being submitted as demonstration of the bidder and subcontractor's prior experience. In addition, the bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Bidder/Subcontractor Name:	
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the bidder referenced above:

Signature of Reference Contact Person

Date of Signature

EXHIBIT B**MISCELLANEOUS INFORMATION****Organizations for the Blind or Sheltered Workshop**

If the bidder qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the bidder is proposing to include products and/or services manufactured, produced, or assembled by such an organization, the bidder should identify the name of the organization in the space below and should attach all supporting documentation, as referenced elsewhere herein.

Name & Address of Organization for Blind/Sheltered Workshop:	_____

Employee Bidding/Conflict of Interest

A bidder who is an employee(s) of the State of Missouri, a member of the General Assembly, or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in bidder's organization:	_____ %	

Outside United States

If any products and/or services bid are being manufactured or performed at sites outside the continental United States, the bidder MUST disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the continental United States?	Yes _____	No _____
Describe and provide details:		

Paper

The bidder should indicate below if the prices for the booklet are for virgin or recycled paper. In order for paper to be considered recycled, the proposed stock must meet Environmental Protection Agency (EPA) recycled product definitions and contain a minimum of 30% post consumer materials for the text stock for the booklet pursuant to the Environmentally Preferable Products (EPP) Guide. The EPP Recycled guide may be found at <http://www.oa.state.mo.us/purch/recypro.html>. If recycled paper is proposed, complete the blank with the guaranteed post consumer content percentage.

Type of Paper Proposed	C/S Code	Stock Post Consumer Content	
_____ Virgin Paper	96695	_____	
_____ Recycled Paper	96698	Text Stock	_____ %

EXHIBIT B, continued**Paper Stock**

The bidder should indicate the paper stock proposed: _____

Broker Services

The bidder should indicate below if proposing to broker the services specified herein:

Yes _____

No _____

If yes, indicate below the name and address for the proposed printer, and references (each references name, address, telephone number, and contact person) for the printing company being proposed to provide services:

Name of proposed printer:

References for the proposed printer:

1) _____

2) _____

Exhibit C**STATE OF MISSOURI -- OFFICE OF ADMINISTRATION
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

Section A – All Products Are Manufactured or Produced In U.S.

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required).

COMPANY NAME

If Section A is completed, do not complete Section B.

Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required).

COMPANY NAME

Section C – Products May Qualify Because of Qualifying Treaty

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

SECTION C

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required)

COMPANY NAME

NOTE: Any product not listed above in Section C will be considered non-domestic if Section A is not signed. If this form is not completed, signed, and returned, items bid may not receive the domestic preference.

STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DPMM to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DPMM, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The IFB is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the IFB based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the bidder must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an IFB after issuance.

4. PREPARATION OF BIDS

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- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. Bids may be submitted electronically as permitted by the IFB through the State of Missouri's On-Line Bidding website or hard copy delivered to the DPMM office. Delivered bids must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DPMM post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DPMM office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid submitted electronically may be modified on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically may be canceled on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. When submitting a bid electronically, the bidder indicates acceptance of all IFB terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Bidders delivering a hard copy bid to DPMM must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Prices shall be posted on the state's On-Line Bidding website after the official opening date and time. The DPMM will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.

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- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DPMM reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DPMM reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DPMM may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the DPMM to the successful bidder. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The DPMM posts all bid results on the On-line Bidding website for a reasonable period after bid award and maintains images of all bid file material for review. Bidders who include an email address with their bid will be notified of the award results via email.
- l. The DPMM reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DPMM's acceptance of the response (bid) by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

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- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

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In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 08/28/04